

INTERGOVERNMENTAL AGREEMENT
 BETWEEN
 THE STATE OF ARIZONA
 AND
 CITY OF TEMPE

JPA-79-21

MAINTENANCE AGREEMENT

THIS AGREEMENT, entered into pursuant to A.R.S. 11-951 through 11-954, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE," and the CITY OF TEMPE a municipal corporation, hereinafter called "CITY."

WHEREAS, the Director, Arizona Department of Transportation is empowered by A.R.S. 28-103 to enter into this Agreement, and has duly authorized the Assistant Director, Highways Division, to execute the same, said authorization being attached hereto and incorporated herein as Exhibit A;

WHEREAS, the CITY, acting by and through its duly elected governing body, has, pursuant to ~~XXXXXXXXXXXX~~,* by that certain resolution attached hereto and incorporated herein as Exhibit B, resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY;

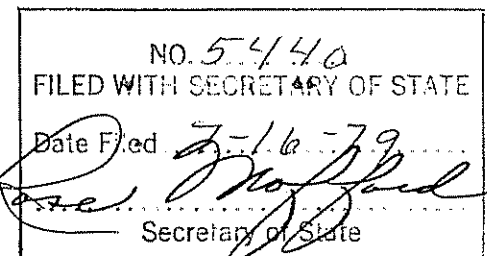
WHEREAS, it is to the mutual benefit of the STATE and the CITY to enter into an agreement specifying their respective construction and maintenance responsibilities concerning certain State highway routes which are encompassed within the CITY's system of streets and which form necessary and convenient links in the State Highway System, which streets and highways are more particularly set forth and delineated upon the map attached hereto and incorporated herein as Exhibit C.

NOW, THEREFORE, the parties hereto mutually agree to the following:

1. Except as otherwise expressly provided in this Agreement, the STATE shall be responsible for the following maintenance and construction of betterments on those highways and streets delineated on Exhibit C.

- a. Betterment or reconstruction of roadway, curbs, medians and channelization;
- b. Bridges and drainage; and
- c. Guardrails and fences; and

*Section 103, Tempe City Charter



- d. Transportation permits, such as overweight, overwidths and overheight as prescribed by law; and
- e. Resurfacing, resealing, construction and replacement of roadways; and
- f. Furnish and provide initial or original installation of all traffic control signs (except street name and parking signs), and initial or original lane, crosswalk and parking striping; electrical devices, including but not limited to traffic signals and intersection lighting, will be covered by separate agreement and will be governed by that agreement; and
- g. Furnish all paint and beads for striping, including 3M powder or equivalent product for fused striping of crosswalks.

2. Except as otherwise expressly provided in this Agreement, the CITY shall have responsibility for and provide:

- a. Routine maintenance (including sweeping, cleaning and minor repairs) of roadway surfaces, sidewalks, curbs, medians and catch basins; and
- b. Maintenance of median landscaping (including water); provided that landscape maintenance covered by separate agreement will be by that agreement; and
- c. Street lighting and street lighting maintenance. Street or boulevard lighting may be installed only after approval by State of Permit Form 22-5101. Street lighting will be installed consistent with good engineering practice so as not to interfere with or obstruct any signal or other traffic device. Maintenance consists of all repairs and replacement of equipment and includes energy changes; and
- d. Management of right-of-way encroachments according to the applicable statutes; issuing encroachment permits and notices of illegal encroachments as authorized or required by law. Copies of encroachment notices and permits, including sketches showing exact locations of encroachments will be forwarded to the STATE. Forms of encroachment notices

and permits will be furnished by the STATE, copies of which are attached and marked as Exhibits D and E; and

- e. Removal of sand, rock and other debris caused by slides or other unusual causes; and
- f. Striping and marking (after initial installation); and
- g. Street name signs.

3. Upon the annexation of any area by the City which is traversed by an STATE highway, that length of such highway which is within the annexation boundaries shall become subject to the terms of this Agreement, and the CITY shall furnish the STATE a revised map indicating the portion or portions of STATE's highway affected, which map shall be incorporated herein as an amendment to this Agreement.

4. Those certain regulations captioned "Authorized Position of Advertising Signs Along State Highway Right-of-Way" attached hereto and incorporated herein as Exhibit "E" shall be adhered to by the CITY except, however, that the CITY may enforce more restrictive regulations if authorized by law.

5. The CITY shall, by appropriate policies of insurance or through self-insurance programs, provide full liability and property damage coverage on all employees engaged in performing those duties herein agreed to be performed by the CITY. Any such coverage shall include misfeasance, nonfeasance and malfeasance. The CITY will maintain the insurance for the period of this Agreement.

6. The CITY shall set aside sufficient funds to cover cost of fulfilling its responsibilities set forth in this agreement.

7. As required by A.R.S. 28-641, the CITY shall comply with the Manual on Uniform Traffic Control Devices for Streets and Highways during all maintenance operations conducted by the CITY on State Highway right-of-way.

8. The terms, conditions and provisions of this agreement shall remain in full force and effect for a period of five (5) years from the effective date unless terminated earlier by mutual consent of the parties hereto or unless this Agreement violates any Arizona law rule or regulation, either now enacted or which may be enacted in the future. This agreement will be automatically renewed for successive periods of five (5) years unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial or renewed expiration date.

9. That this Agreement shall supersede all previous street maintenance agreements, except those agreements for traffic control devices, safety illumination and roadside development.

10. That all work performed under the provisions of this Agreement shall be performed in a manner satisfactory to the STATE.

11. That this Agreement shall be filed with the Secretary of the State and shall become effective on the date of such filing.

12. Attached hereto are resolutions of the Department of Transportation (Exhibit A) and the City of Tempe (Exhibit B) authorizing both entities to enter into this Agreement; and a written determination by the City Attorney of Tempe (Exhibit F) that this agreement is in proper form and within the powers and authority granted to the CITY OF TEMPE under the laws of this State.

13. All parties are hereby put on notice that this contract (Agreement) is subject to cancellation by the Governor pursuant to Arizona Revised Statutes, Section 38-511.

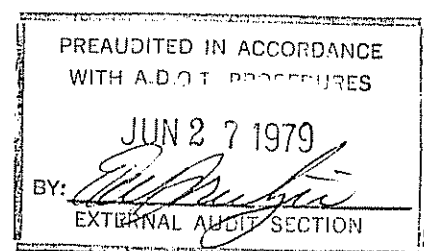
IN WITNESS WHEREOF, the parties have executed this Agreement that day and year first written above.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

By: *[Signature]*
Title: Chief Deputy State Engineer

CITY OF TEMPE
By: *Harry E. Mitchell*
Title: Mayor

ATTEST:
Pauline J. Templeton





OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
~~XXXXXXXXXXXX~~
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. 79-434 which is an agreement between public agencies has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 20th day of June, 1979.

ROBERT K. CORBIN
Attorney General

Albert Morgan
ALBERT MORGAN
Assistant Attorney General

RESOLUTION

Be it resolved on this date, June 28, 1979, I, WILLIAM A. ORDWAY, the below undersigned Director, Department of Transportation, have determined that it is to be to the advantage of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, and the CITY OF TEMPE, acting by and through its CITY COUNCIL, enter into the Intergovernmental Agency agreement for the purpose of entering in a maintenance agreement for certain highways which traverse the CITY OF TEMPE, and request the CITY to perform certain work and supply necessary materials required to maintain the specified highways in the manner specified in the attached agreement, and I hereby authorize the Assistant Director, Highways Division to execute said Agreement.



WILLIAM A. ORDWAY, Director
Department of Transportation

EXHIBIT "B"

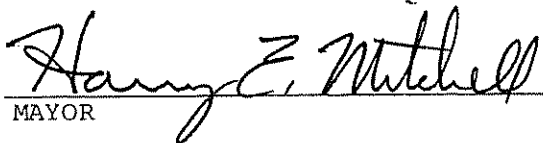
RESOLUTION

A RESOLUTION OF THE CITY COUNCIL OF
THE CITY OF TEMPE, MARICOPA COUNTY,
ARIZONA, AUTHORIZING EXECUTION OF
CERTAIN AGREEMENTS WITH THE ARIZONA
DEPARTMENT OF TRANSPORTATION.

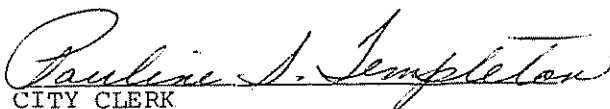
BE IT RESOLVED BY THE CITY COUNCIL OF
THE CITY OF TEMPE, MARICOPA COUNTY,
ARIZONA, AS FOLLOWS:

That the Mayor of the City of Tempe is hereby authorized and
directed on behalf of the City of Tempe to execute a certain intergovern-
mental agreement between the State of Arizona and the City of Tempe
relating to Highway Maintenance, a true and correct copy of which
agreement is attached hereto and made a part hereof by reference.

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL OF THE CITY
OF TEMPE, STATE OF ARIZONA this 10th day of May, 1979.


MAYOR

ATTEST:


CITY CLERK

- * (3) Request to Authorize Abatement N-8531, Vacant Property Immediately East of 1009 W. Broadway Rd.
Vice-Mayor Hermon moved that the City Council authorize abatement of the vacant property immediately east of 1009 West Broadway Road in accordance with Chapter 20 of the Tempe City Code; Councilman Ream seconded; roll call vote 6-0.
- * (4) Authorization to Install Traffic Signals: a) Guadalupe Rd./Kyrene Rd.; b) Southern Ave./Roosevelt Dr.
Vice-Mayor Hermon moved that the City Council authorize the Public Works Director to install traffic signals at the above referenced locations; Councilman Ream seconded; roll call vote 6-0.
- * (5) Acceptance of Real Property
Vice-Mayor Hermon moved that the Council accept those parcels recorded from November 1973 through March 1979 and authorize the Mayor and City Clerk to sign the "Acceptance of Real Property" form; Councilman Ream seconded; roll call vote 6-0.
- * (6) Orig Liq Lic #16, Maximilian's Restaurant, Robert L. Healy, Agt., 825 S. 48th St.
Mayor Mitchell announced the public hearing.
Vice-Mayor Hermon moved that all procedural requirements have been met, that the City Council approve this application contingent upon final building code, fire code and county health department inspection and forward it to the State Liquor Board for final determination; Councilman Ream seconded; roll call vote 6-0.
- (7) Authorization to Hire Appraiser for Salt River Outfall Channel, Phase II
Councilman Ream moved that the City Council authorize staff to hire Mr. Veldon Naylor for this project; Councilman Hatton seconded; roll call vote 6-0.
- (8) ADOT Intergovernmental Agreements: a) Highway Maintenance; b) Signal Maintenance
Mr. Serenbetz spoke to this request.
Councilman Ream moved that the Mayor be authorized to execute these agreements.

CITY OF TEMPE & STATE HIGHWAY DEPT
MAINTENANCE AGREEMENT

EXHIBIT "C"


PHOENIX - GLOBE HIGHWAY
WASHINGTON & VAN BUREN - TEMPE CANAL
U. S. HIGHWAY 60

AND

PHOENIX - CASA GRANDE HIGHWAY
48TH STREET - WARNER ROAD
INTERSTATE 10

AND

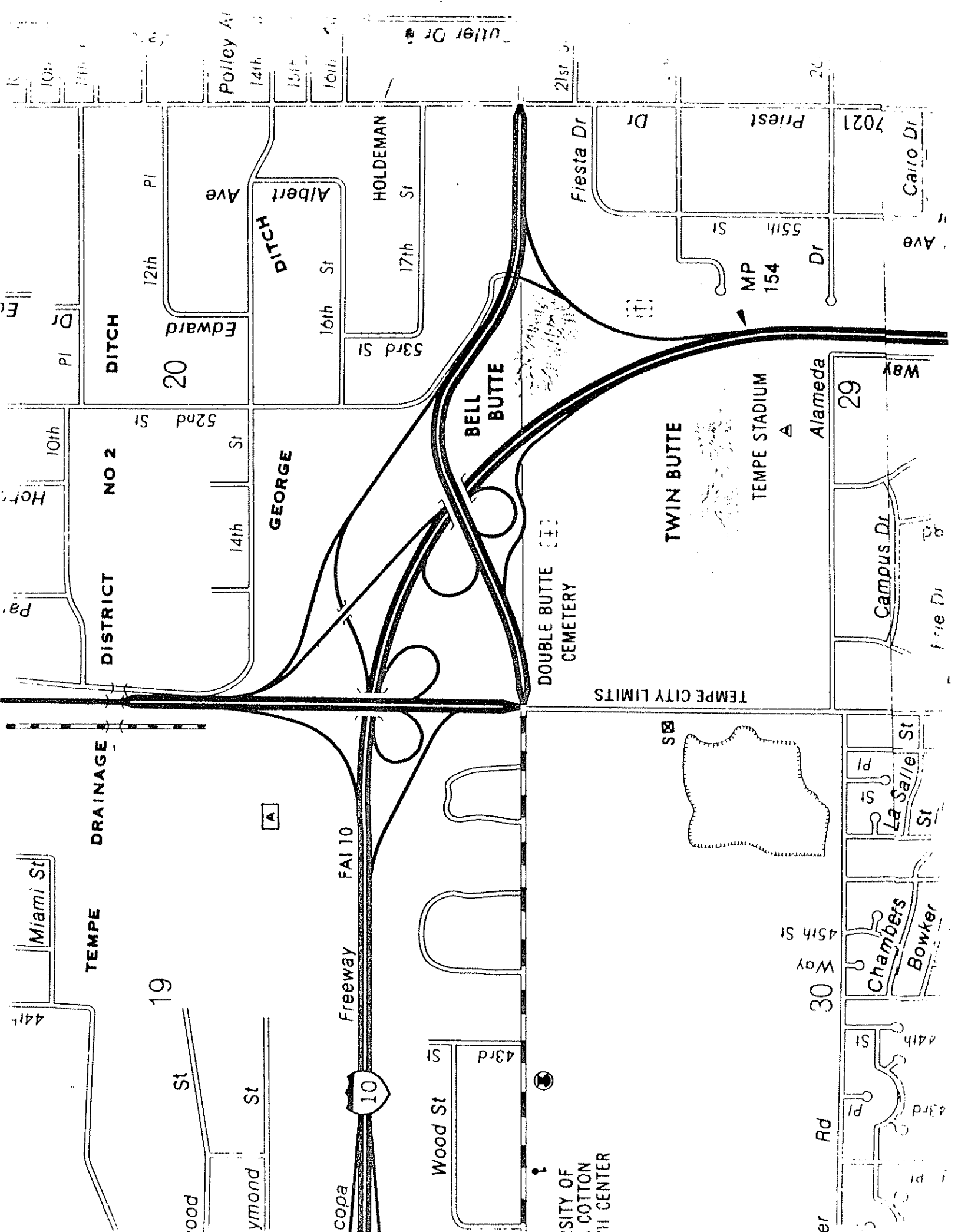
HOHOKAM EXPRESSWAY
BROADWAY ROAD - TEMPE CITY LIMIT
STATE ROUTE 143 (48TH ST)

 Maintained by State Highway Dept.

 Maintained by City Of Tempe

 Maintained by Others

83.1



TEMPE DRAINAGE

19

St

St

ymond

copa

Freeway FAI 10



Wood St

43rd St

CITY OF
COTTON
H CENTER



DOUBLE BUTTE CEMETERY

BELL BUTTE

TWIN BUTTE

TEMPE STADIUM

Way

30

Rd

Chambers

Bowker

44th St

43rd St

La Salle St

St

Campus Dr

Way

29

Alameda

MP 154

55th St

Dr

Priest

7021

Carro Dr

Ave

Fiesta Dr

21st St

26

HOLDEMAN

17th St

53rd St

16th St

Albert

Ave

20

Edward

52nd St

NO 2

DISTRICT

10th

Dr

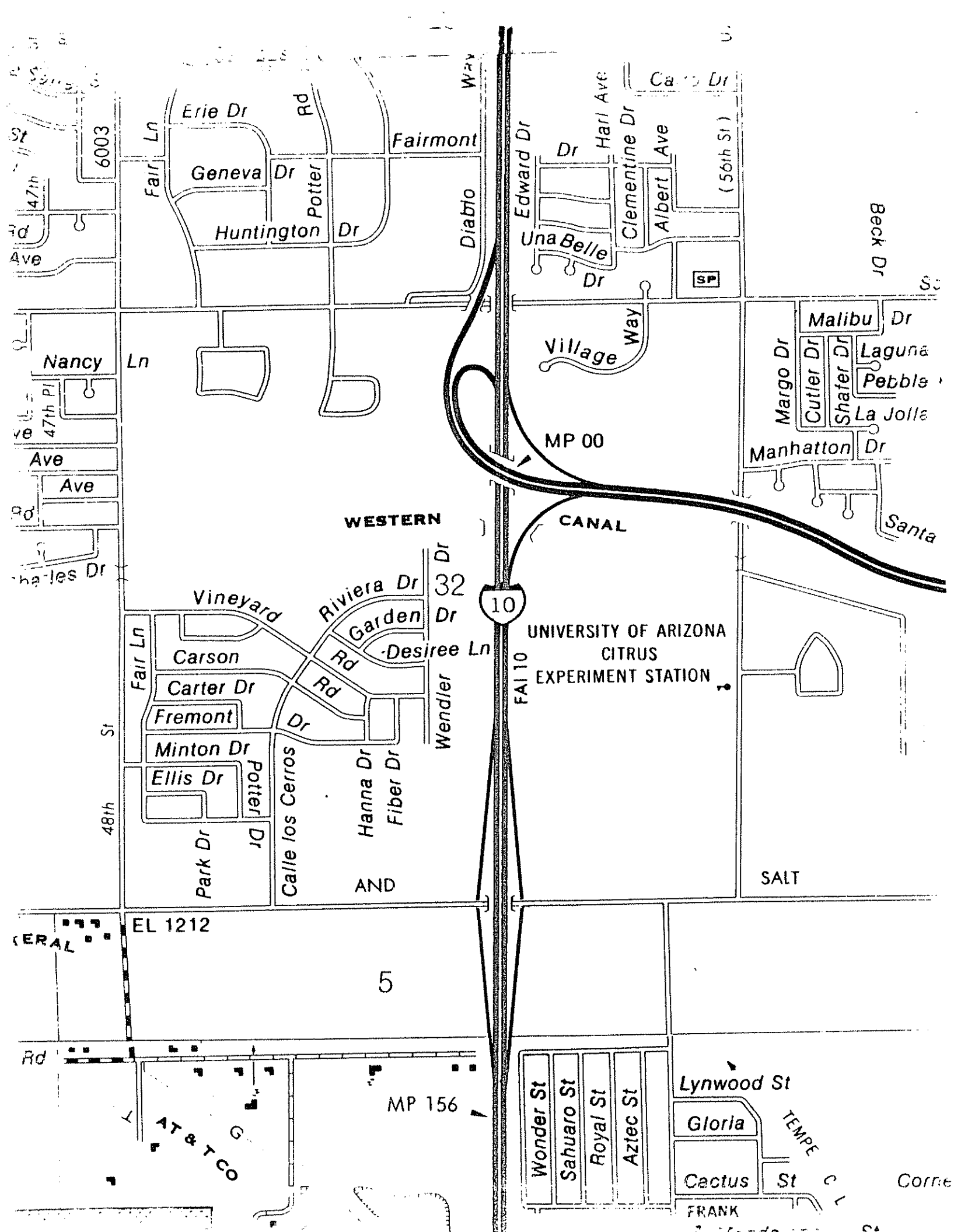
Polley Ave

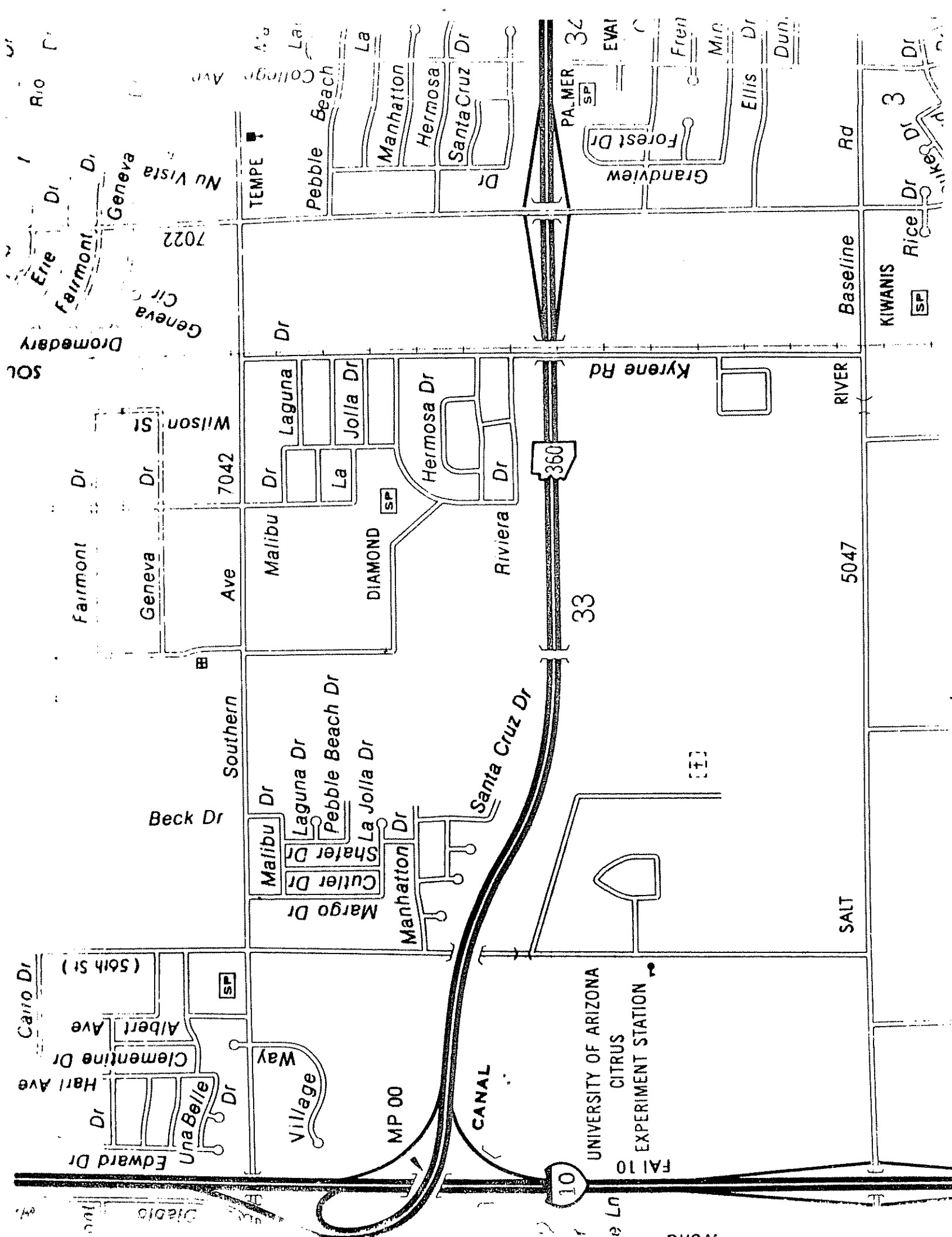
14th

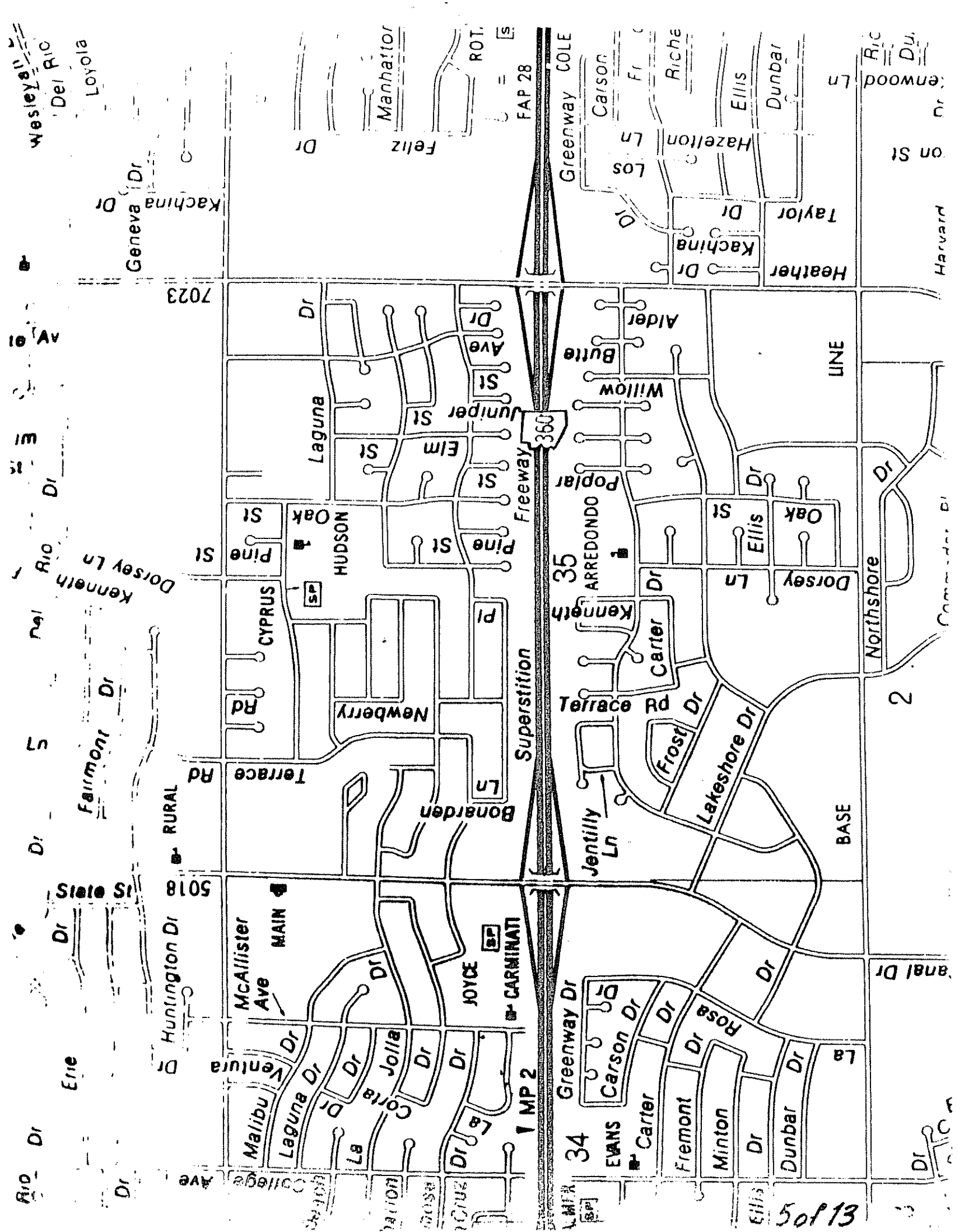
15th

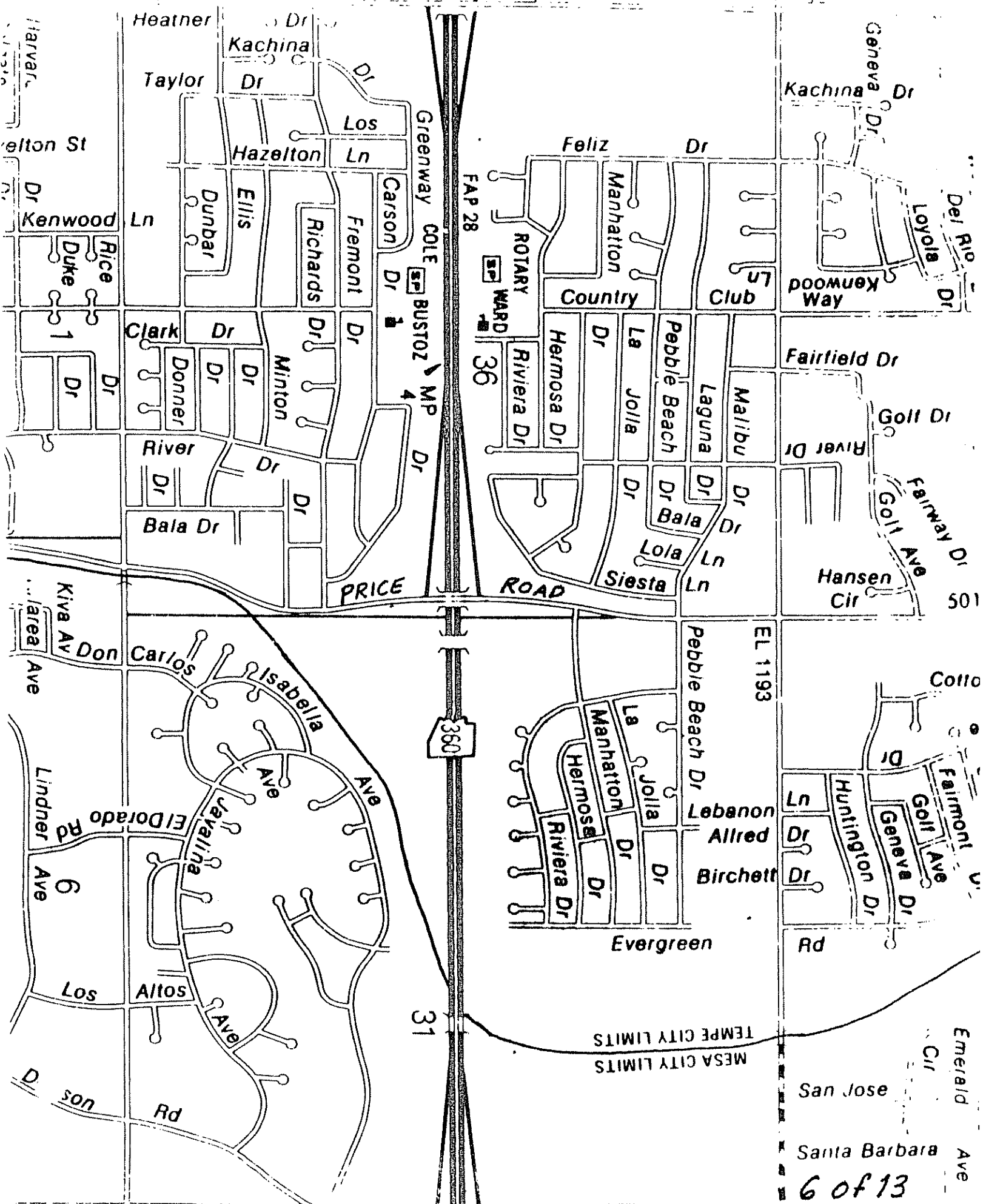
16th

Ullier Dr









PARK

COAX

CABLE

FAI 10

Church St

Encinas

Naranjo St

FRANK

Magdalena

St

Pl

St

MAR CO CLINIC

Mexico

St

57th

57th

58th

Ble

GUADALUPE

Pop 4,285
(1975)

Diaz St

Cananea St

Blanca

Andrada St

Carmen St

10

EPNG CO PIPELINE

Pima Freeway

GUADALUPE

Priest Rd

LATERAL

HIGHLINE

SOUTH

ELLIOT

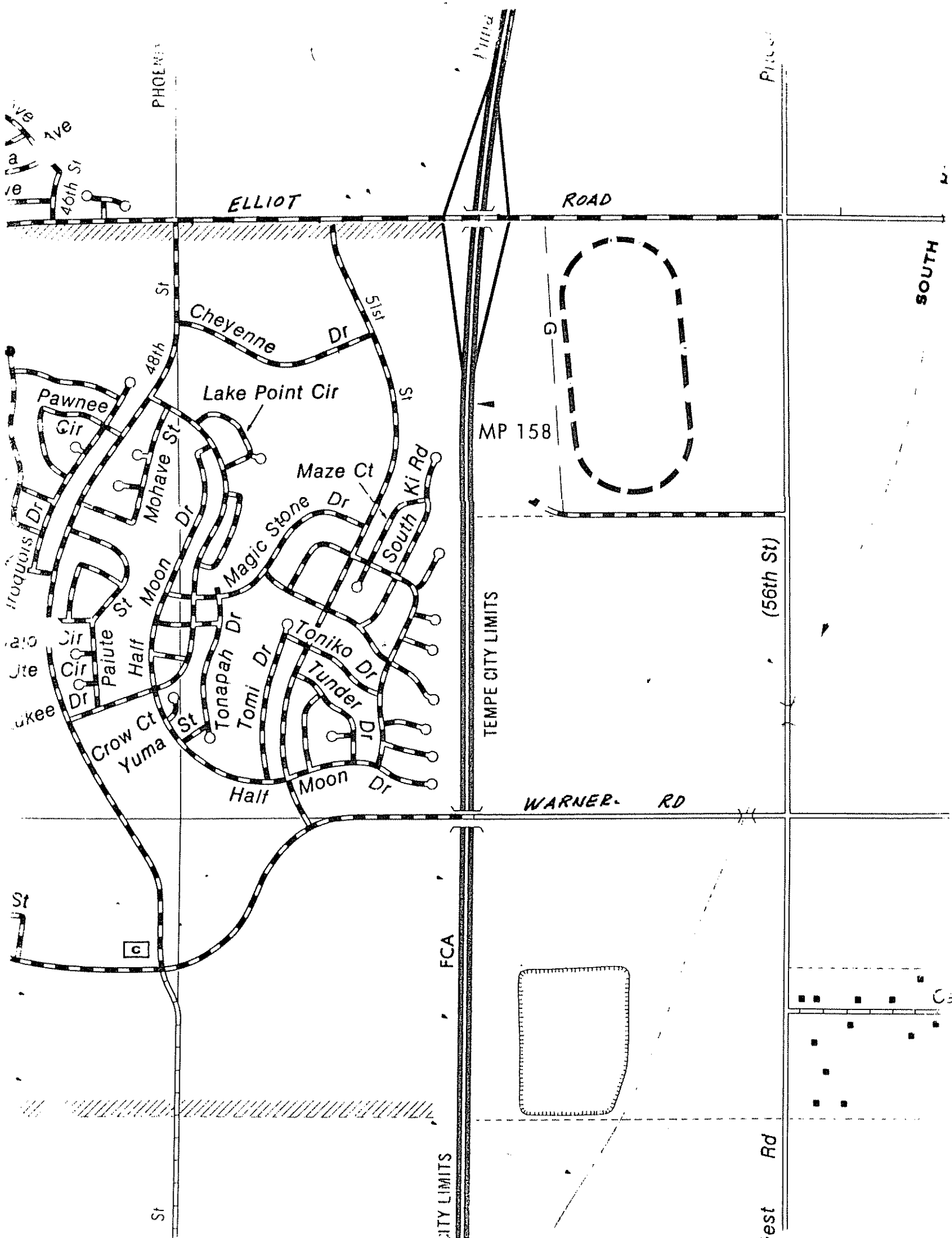
ROAD

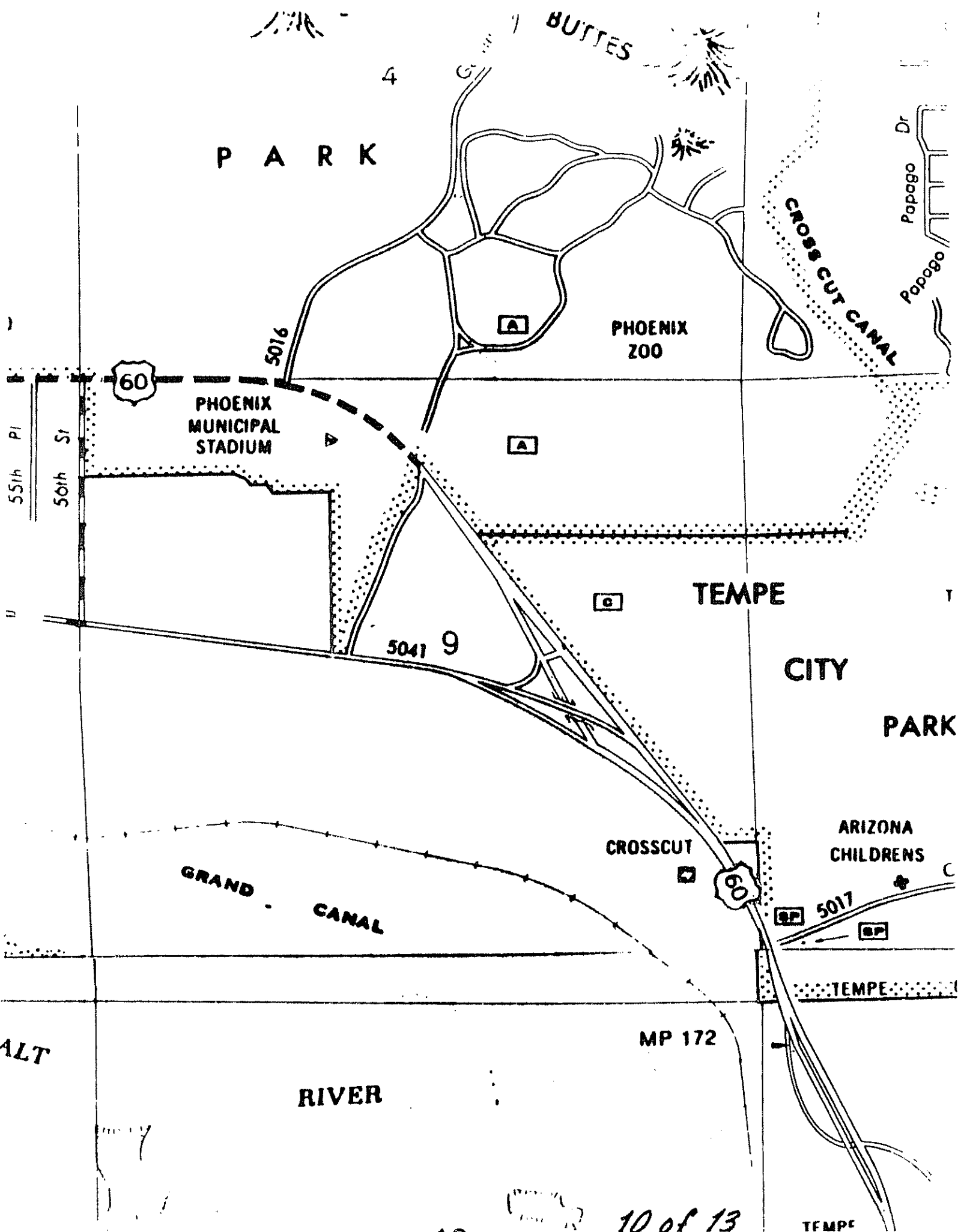
48th St

Cheyenne Dr

Lake Point Cir

MP 158





R. 4 E.

490 000 FEET

491 000 FEET

MATCHLINE TO PAGE 50

MP 172

TEMPE BEACH

60

TEMPE BUTTE

15

SUN DEVIL STADIUM

University Dr

Orange St

ARIZONA STATE UNIVERSITY

MP 174

60

11 of

16

Garney Ave 7861 St

McKemy St Brown St
JAYCEE Mitchell St

5044

MITCHELL

Howe St

Judd St

10th St

11th St

12th St

13th St

9th St

Ash Ave

Maple Ave

Myrtle Ave

Forest Ave

Forest Ave

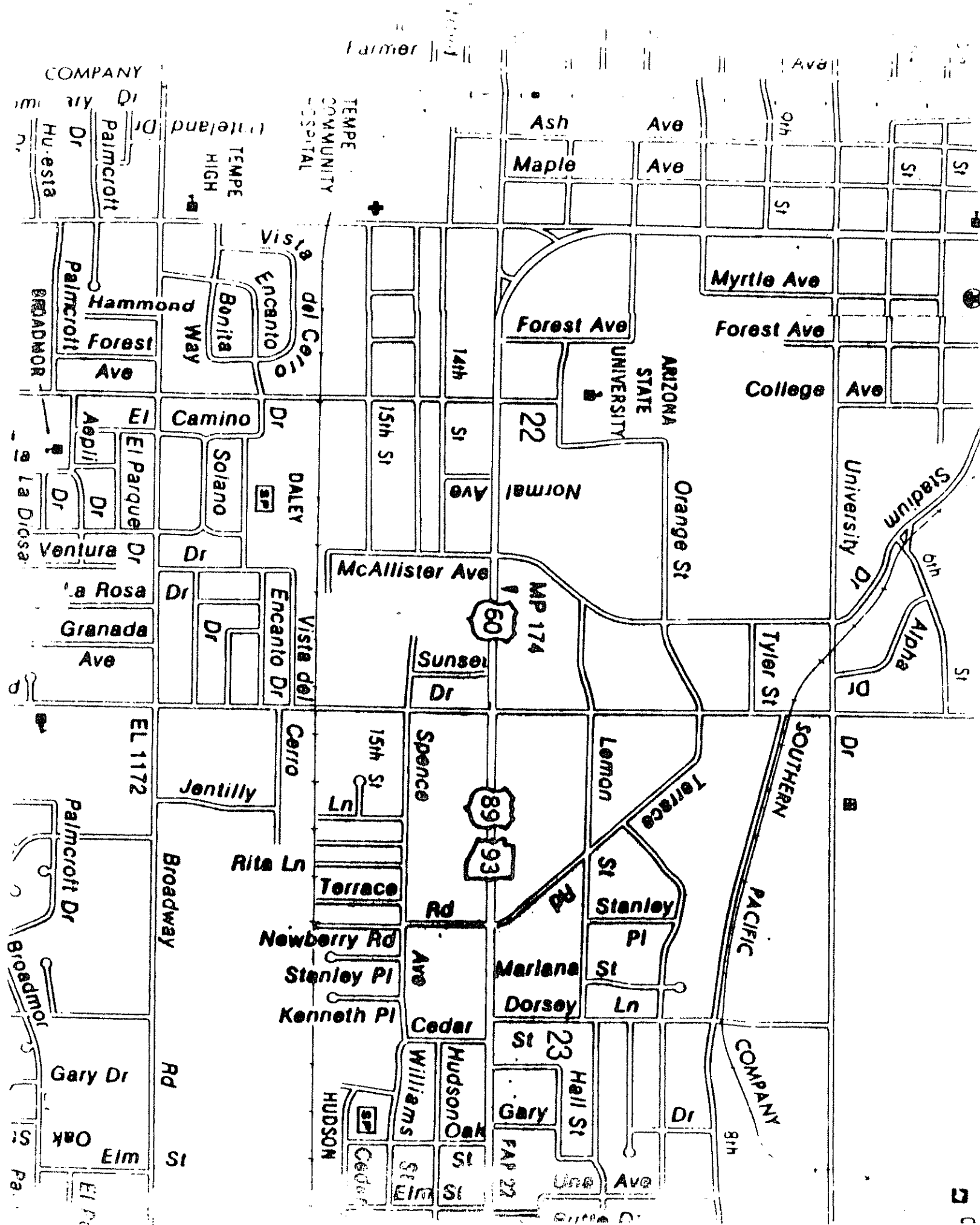
College Ave

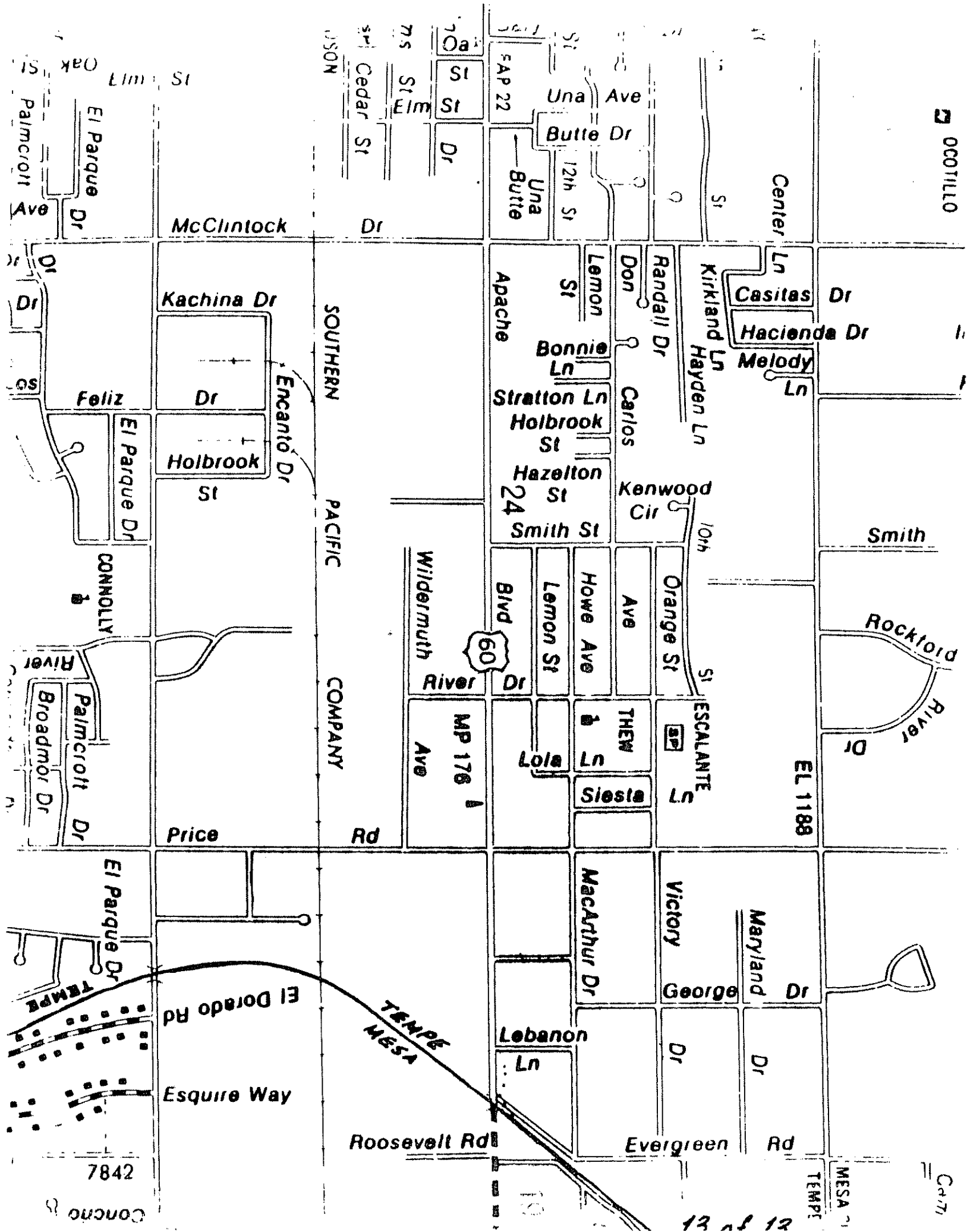
22

Normal Ave

Tyler St

Freeway Blvd





APPLICATION FOR PERMIT TO USE STATE HIGHWAY RIGHT OF WAY
(Print or Type)

Application is hereby made for a permit to enter in upon and use a portion of the State Highway.

Name of Owner _____

Address of Owner _____

City _____ State _____ Zip _____

Name of Applicant _____ Legal Relationship to Owner _____

Mailing Address _____

City _____ State _____ Zip _____

Phone _____

Signature of Applicant _____

(Applicant and Owner are responsible for conditions on permit)

City (in or near) _____ Project No. _____

Highway Route No. _____ Approximately _____ Feet _____ of Milepost No. _____
Direction

Side of Highway N S E W (circle one) Highway Station _____

Purpose _____

FOR DEPARTMENTAL USE ONLY

THIS APPLICATION is approved with the following directions, requirements and specifications:

"Exhibit D"



ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

206 South Seventeenth Avenue Phoenix, Arizona 85007

NOTICE OF ENCROACHMENT ON RIGHT-OF-WAY

FILE NO. _____

COUNTY _____

PROJECT NO. _____

TO: _____ DATE _____

You are hereby notified that the following described property belonging to you (your lessee) constitutes an encroachment on the highway right-of-way of the State of Arizona and is a violation of State Law. *(See reverse side of this sheet.)*

1. _____

2. _____

3. _____

4. _____

5. _____

PLEASE SEE THE ATTACHED SKETCH INDICATING THE ENCROACHMENT AS RELATED TO THE HIGHWAY RIGHT-OF-WAY.

Located on _____ side of highway right-of-way on Highway Route Number _____ Width of right of way _____

ft. on _____ side and _____ ft. on _____ side.
(DIRECTION) (DIRECTION)

At _____ or _____
(LOCATION OR STREET ADDRESS) (DISTANCE FROM M.P. AND DIRECTION)

(CITY AND STATE) (OWNER OR OPERATOR OF ENCROACHMENT)

(NOTICE RECEIVED BY) (MAILING ADDRESS)

(TIME ALLOWED FOR REMOVAL OF ENCROACHMENT)

Issued by: _____

Title: _____

Address: _____

White Copy to Property Owner
Blue Copy to District Engineer
Yellow Copy to Permit Division

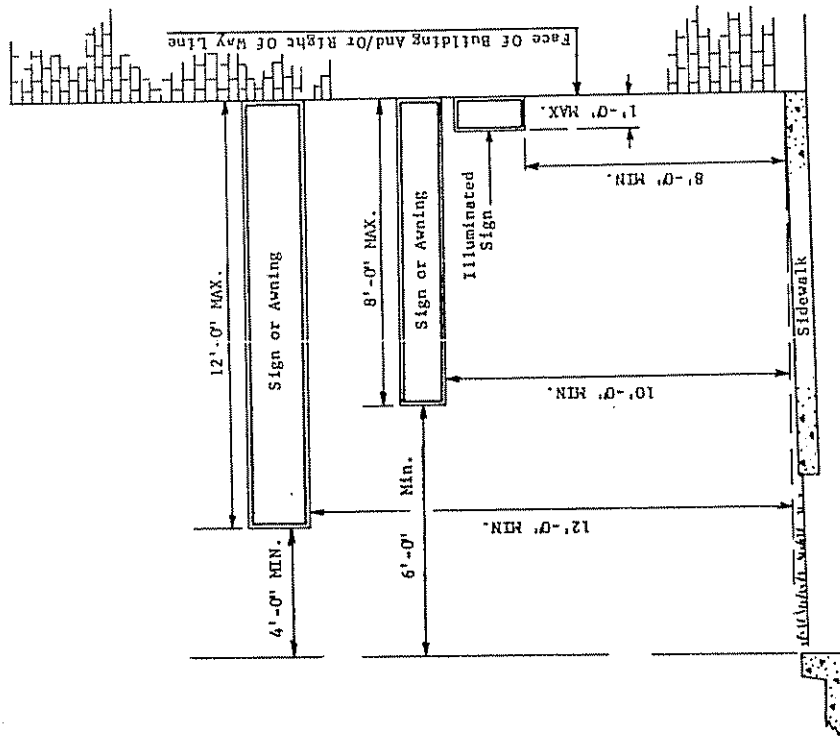
ATTACHMENT

"Exhibit E"



GENERAL NOTES

1. A permit is required for all encroaching overhanging signs and awnings. These signs and awnings are permitted in curbed urban sections for on premise advertising.
2. No advertising signs are allowed on any Interstate or Rural Highway rights of way. Signs on Frontage Roads within Highway R/W in urban areas are permitted by this standard.
3. Signs with words "Stop", "Slowdown", etc. or signs similar in shape or color to official traffic signs are not permitted.
4. Lengths of signs and awnings may vary as shown except where City or County ordinances provide smaller maximums.
5. Illuminated signs attached to a building facing the R/W are permitted as shown.
6. An outdoor advertising permit is required for off premise signs.
7. Ground supported or portable signs shall not be placed within any right of way areas.



PERMIT NEEDED

Exhibit " E"

DESIGN APPROVED	REV DATE
APPROVED FOR DISTRIBUTION	ARIZONA DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION STANDARD PLANS PERMIT REGULATIONS FOR SIGNS AND AWINGS
PLAN NO. 10	DATE 10/17/77 22 22-80

APPROVAL OF TEMPE CITY ATTORNEY

I hereby state that I have reviewed the proposed intergovernmental agreement, between the ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF TEMPE, and declare the agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the City, to enter into said agreement.

DATED this 15th day of May, 1979.

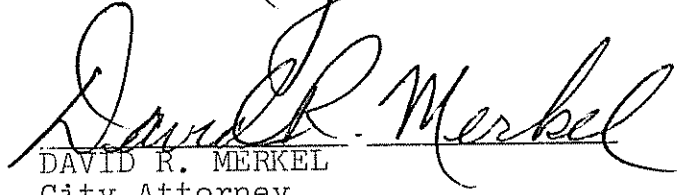

DAVID R. MERKEL
City Attorney

Exhibit "F"

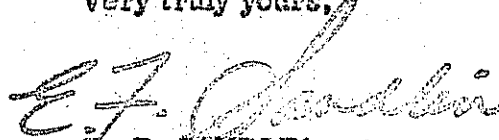
March 5, 1981

The Honorable Harry E. Mitchell
Mayor, City of Tempe
31 E. 5th St.
Tempe, Arizona 85281

Dear Mayor Mitchell:

Enclosed for your records are two-fully executed copies of Exhibit "G", Letter of Addendum to Maintenance Agreement filed with the Secretary of State July 16, 1979, between the City of Tempe and the Arizona Department of Transportation, Highways Division.

Very truly yours,



E. F. SANDLIN
Deputy State Engineer
Highway Operations Group

EFS/aa
Enclosures (2)

cc - J. B. Mertz w/o enclosure
Milem C. Livesay w/enclosure
Carlie Bowmer w/enclosure

3/5/81 - Copy sent to Sally Al-Hashimi for information



OFFICE OF THE
Attorney General

1801 WEST JEFFERSON STREET
FOURTH FLOOR
PHOENIX, ARIZONA 85007

ROBERT K. CORBIN
ATTORNEY GENERAL

INTERGOVERNMENTAL AGREEMENT

DETERMINATION

A. G. Contract No. 81-57, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in proper form and is within the powers and authority granted to the State or its agencies under the laws of the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 11th day of February, 1981.

ROBERT K. CORBIN
Attorney General

Albert Meyer
Assistant Attorney General
Transportation Division

EXHIBIT "G"

Letter of Addendum

In addendum to the Maintenance Agreement between the State of Arizona, through the Arizona Department of Transportation, and the City of Tempe, filed with the Secretary of State July 16, 1979, it is agreed by both parties that the following stipulation be added and governed by the provisions set forth in said agreement:

1. That the STATE will be responsible for causing the fabrication and initial erection of a four foot (4') steel stairway at the southeast corner of Highway U.S. 60 (Mill Avenue) bridge over the Salt River for purposes of facilitating pedestrian traffic movements on and off the east sidewalk of the bridge during the specific times when the westbound U.S. 60 roadway is closed to all traffic.
2. That the CITY OF TEMPE will coordinate, operate and maintain the facility furnishing all required labor, equipment and traffic control for assembling and disassembling, and will provide secure off-site storage during the time westbound U.S. 60 is open to traffic.

STATE OF ARIZONA

ARIZONA DEPARTMENT OF TRANSPORTATION

By

De Mery
Chief Deputy State Engineer

CITY OF TEMPE

By

Harry E. Mitchell
Title Mayor

ATTEST:

Pauline S. Templeton
City Clerk

Date

Jan. 16, 1981